

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 46			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DTFR53-08-R-00004		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/21/2008		6. REQUISITION/PURCHASE NUMBER 5093	
7. ISSUED BY CODE RAD-30 Federal Railroad Administration Office of Acq. and Grant Services Stop 50 1120 Vermont Avenue NW Washington DC 20590				8. ADDRESS OFFER TO (If other than Item 7)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in until 1630 ES local time 06/24/2008 (Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Tracey Cross	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS tracey.cross@dot.gov
	AREA CODE	NUMBER	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)

Prescribed by GSA - FAR (48 CFR) 53.214(c)

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Delivery: 90 Days After Award Delivery Location Code: RDV-12E Alexander Roth Department of Transportation Federal Railroad Administration Office of Freight Programs 1120 Vermont Avenue NW Washington DC 20590 USA  FOB: Destination  Multiple award IDIQ contract for financial analysis services for the FRA's RRIF loan program.				

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### FINANCIAL ANALYST SERVICES

Line Item	Description	Qty	Unit	Maximum Price
0001	<b><u>Base Contract</u></b> Performance Period: One year from the effective date of contract for financial analysis services for the Federal Railroad Administration's Railroad Rehabilitation and Improvement Financing (RRIF) program	1	LOT	\$_____
	Offerors shall cite the applicable labor categories and rates anticipated to be billed over the contract period for this CLIN. Add or delete sub-CLINs as needed.			
	Labor Category		Rate	
	_____		_____	
	_____		_____	
	_____		_____	
	_____		_____	
0002	Travel (NTE)	1	LOT	\$ <u>TBD</u>
0003	<b><u>Option 1</u></b> Performance Period: If exercised, one year from the end of the base period Option to extend contractor financial analysis services for the Federal Railroad Administration's Railroad Rehabilitation and Improvement Financing (RRIF) program	1	LOT	\$_____
	Offerors shall cite the applicable labor categories and rates anticipated to be billed over the contract period for this CLIN. Add or delete sub-CLINs as needed.			
	Labor Category		Rate	
	_____		_____	
	_____		_____	
	_____		_____	
	_____		_____	
0004	Travel (NTE)	1	LOT	\$ <u>TBD</u>

0005

**Option 2**

Performance Period: If exercised, one year from the end of the first option period Option to extend contractor financial analysis services for the Federal Railroad Administration's Railroad Rehabilitation and Improvement Financing (RRIF) program

1 LOT \$\_\_\_\_\_

Offerors shall cite the applicable labor categories and rates anticipated to be billed over the contract period for this CLIN. Add or delete sub-CLINs as needed.

Labor Category	Rate
_____	_____
_____	_____
_____	_____
_____	_____

0006

Travel (NTE)

1 LOT \$ TBD

0007

**Option 3**

Performance Period: If exercised, one year from the end of the second option period Option to extend contractor financial analysis services for the Federal Railroad Administration's Railroad Rehabilitation and Improvement Financing (RRIF) program

1 LOT \$\_\_\_\_\_

Offerors shall cite the applicable labor categories and rates anticipated to be billed over the contract period for this CLIN. Add or delete sub-CLINs as needed.

Labor Category	Rate
_____	_____
_____	_____
_____	_____
_____	_____

0008

Travel (NTE)

1 LOT \$ TBD

0009

**Option 4**

Performance Period: If exercised, one year from the end of the third option period Option to extend contractor financial analysis services for the

Offerors shall cite the applicable labor categories and rates anticipated to be billed over the contract period for this CLIN. Add or delete sub-CLINs as needed.

Labor Category	Rate

0010	Travel (NTE)	1	LOT	\$____TBD____
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**TOTAL MAXIMUM CONTRACT PRICE**-----\$\_\_\_\_\_

**\*\*All proposed rates shall be fully burdened.**

**NOTE:** The NTE amount for travel will be determined at time of award. Any estimate for travel costs will be billed against the NTE CLIN for Travel. A breakout of any estimated costs such as air fare, per diem, rental car, and privately-owned vehicle mileage are to be shown on the invoice. The contractor is responsible for the submission of any receipts or other supporting documentation specified in the applicable travel regulations.

The Government anticipates adequate price competition under this solicitation. Offerors will not be requested to submit certified cost or pricing data with their proposals. If the Government determines additional supporting cost or pricing data is needed to conduct effective or meaningful negotiations or to determine the reasonableness of prices, offerors shall be requested to provide such data.

## B.1 SUPPLIES OR SERVICES TO BE PROVIDED

This is an Indefinite Delivery Indefinite Quantity (IDIQ) type contract that provides for the acquisition of services as set forth in the Statement of Work included herein in Section C. Specific tasks will be issued through individual competitive task orders. Firm Fixed Price task orders will be issued individually in accordance with the terms and conditions described in Section H – Special Contract Requirements or as specified elsewhere in the contract. Funds will be obligated by individual task orders.

- (a) Upon execution of task orders, the contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the requirements set forth in the task order Statement of Work.
- (b) In accordance with FAR Subpart 16.5, Indefinite-Delivery Contracts, the minimum and maximum quantities of specific services are defined as follows:

- (1) **MINIMUM QUANTITY:** The minimum value specified herein, represents the total minimum amount of work effort (in terms of dollars) that the Government is required to order and the contractor is obligated to furnish as ordered, over the entire term of the contract, inclusive of the base period and any options exercised. The total minimum value of this contract is \$1,000. The government reserves the right to withhold this minimum amount if the vendor demonstrates consistent lack of interest in competing for orders throughout the life of the contract.
- (2) **MAXIMUM QUANTITY:** The maximum value of the contract specified herein, represents the total maximum amount of work effort (in terms of dollars) that the Government may require and the contractor is obligated to furnish if and as ordered, over the entire term of the contract inclusive of the base period and any options exercised. The total maximum value of this contract is (to be determined at time of award).

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **“FRA FINANCIAL ANALYST SERVICES”**

#### **C.1 BACKGROUND**

The Federal Railroad Administration (FRA) is part of the U.S. Department of Transportation. FRA administers the Railroad Rehabilitation and Improvement Financing (RRIF) program. Under RRIF, FRA makes direct federal loans (and loan guarantees) to fund development of rail infrastructure.

Not every type of legal entity is permitted to apply for RRIF funds. The most common types of entities eligible for RRIF funds are existing privately-owned freight railroads, state and local governments, government-sponsored authorities, and joint ventures that include at least one railroad.

RRIF may fund up to 100% of a proposed capital project. RRIF funds may be used for:

- acquisition, improvement, or rehabilitation of intermodal or rail equipment or facilities, including track, components of track, bridges, yards, buildings, and maintenance/repair shops.
- development or establishment of new intermodal or railroad facilities, and/or
- refinancing of existing debt incurred for the purposes listed above.

The RRIF program currently has a portfolio of approximately 20 loans, with an aggregate outstanding balance of more than half a billion dollars. Past projects have ranged in size from as little as \$2 million to more than \$100 million. The total size of the RRIF loan portfolio may not exceed \$35 billion. The maximum term of any given loan is 25 years.

Additional information about the RRIF program can be found at:  
<http://www.fra.dot.gov/us/content/177>

## **C.2 OBJECTIVES**

The purpose of this contract is to obtain financial assessment services to assist in determining the creditworthiness of RRIF loan applicants.

The services to be provided by the contractor may include, but are not necessarily limited to one or more of the following:

- Evaluate the economic soundness of the project and creditworthiness of the applicant for credit assistance. This evaluation will include analyzing (1) the financial viability of the project, including the plan of finance (capitalization plan) and its assumptions; (2) the financial condition of the borrower and other relevant parties, (e.g. guarantors) (3) the past performance and likely future ability to meet all repayment obligations, and (4) project risks, including reasonableness of the applicant's revenue and expense forecasts, project schedule, and project costs.
- Analyze historic financial performance of the borrower to determine strengths, weaknesses, and trends. Evaluate the applicant's profitability, liquidity, cash flow, debt structure, etc.
- It may be necessary to assess financial statements from several entities on a consolidated basis. In some cases, a group of closely-held companies under common ownership may apply for a RRIF loan. While the applicant may provide financial statements for the individual members of the group, and for the group as a whole, it is possible that only a subset of the group will be involved in the RRIF transaction. In such a case, it may be necessary to consolidate the financial statements of the participating entities, including the elimination of related-party transactions. The same type of consolidation may be required in the case of a RRIF application by a joint venture consisting of several entities, or in the case of a RRIF application by a single prospective borrower with several related or unrelated entities providing an unconditional guarantee.
- Generate projected financial statements based on industry trends, the applicant's past performance, planned capital improvements, the amortization schedule of the proposed RRIF loan, and independently-obtained information about the applicant's current and prospective customers.
- Assess strengths and weaknesses of the applicant's senior management team.
- Review and evaluate feasibility studies for the project, including traffic and revenue studies.
- Evaluate the proposed market that the project is intended to help the RRIF applicant serve. Provide an analysis of applicable market studies or surveys, the borrower's relationship with its major customers, and the projected needs to be met by the project, as well as the project's suitability for the intended market.
- Review the proposed ownership structure and financial structure of the project proposed for RRIF funding.
- At the direction of FRA, assist FRA credit agreement negotiations with the borrower. Make recommendations for changes in the proposed structure of the RRIF-funded

transaction. Recommend additional covenants or provisions to be included in the credit agreement and other documents to be executed by the borrower.

- Assist FRA in assessing the going-concern value of a railroad company applicant based on projections of the applicant's future financial performance.
- Appraise the value of collateral offered by RRIF loan applicants. The collateral may include new or used locomotives or rail cars. It may also include rail, other track materials, a railroad right-of-way, or other real or personal property.
- For applicants that are government entities or authorities, it may be necessary to identify and evaluate sources of revenue available to the applicant from taxes, user fees, government appropriations, or other public sources. For such applicants, it may be necessary to evaluate the historic fluctuations in the availability of these revenue sources, as well as the likelihood of their future availability and threats to their future continuation. It may be necessary to assess the applicant's other obligations, including financial obligations, obligations to provide service to the public, or limitations on the use of certain of its assets.
- Submit a final report to FRA on the financial evaluation of the applicant, including recommendations (and suggested modifications, if applicable) on the proposed structure of the transaction, potential alternative structures for the financial plan and terms/conditions of the credit instrument. Worksheets supporting the financial analysis, including computer models, must be maintained and available for FRA review. In some cases, historic financial statements and financial projections will be required to be submitted in a particular electronic format, (e.g. using Moody's KMV Financial Analyst software) – or equal. If applicable, such a requirement will be stated in each task order.
- If required under a particular Task Order, present final results of the financial evaluation to DOT staff in Washington, DC.

### **C.3 NUMBER OF AWARDS**

It is anticipated that multiple awards will be made from this solicitation.

### **C.4 INDIVIDUAL TASK ORDER SCOPE**

The contractor shall perform work assigned under this contract as specified in task orders issued by the Contracting Officer in accordance with the terms and conditions in Section H or as specified elsewhere in the contract. The guaranteed minimum quantity required and the possible maximum quantities that may be required under the contract are stated in the Section B.

Issuance of task orders will depend on the level of demand for credit program assistance and other circumstances. As needed, for each RRIF loan application, FRA will usually engage one firm to perform the required financial analysis. (See the detailed procedures for soliciting Task Order proposals and the evaluation and award of Task Orders in Section H.4 and H.5 below). In addition, the firm may be requested to provide special technical financial advisory services from time to time in carrying out FRA credit program requirements. This may include attending working conferences and meetings at DOT headquarters in Washington, DC, as well as to participate in telephone conference calls. Task Orders will include an estimated cost for travel on a not to exceed basis. Travel reimbursed under this contract shall be based on the most economical form of transportation available only. Any costs deemed unreasonable will be



reduced to a reasonable amount. Improper costs will be disallowed and deducted from the invoice. Any exceptions shall be fully justified and approved in advance by the Contracting Officer. All travel shall be scheduled sufficiently in advance to take advantage of available discount rates.

## **C.5 GOVERNMENT-FURNISHED EQUIPMENT AND/OR INFORMATION**

None.

## **C.6 DELIVERABLES AND DELIVERY SCHEDULE**

Individual task orders shall identify the deliverable(s) and delivery schedule required for work ordered under the contract.

## **C.7 TRAVEL**

Travel may be necessary to all parts of the United States. Travel costs will be reimbursed at cost in accordance with the Federal Acquisition Regulation (FAR) and Federal Travel Regulations (FTR). Travel requirements shall be met using the most economical form of transportation available. This includes using connecting rather than direct flights, and reasonable efforts to insure the most economical flights are secured. Simply relying on a travel agent may not be sufficient. If economy class transportation is not available, the invoice must include justification for use of higher class travel indicating dates, times, and flight numbers.

Information on current Federal Travel Regulations and current per diem rates may be obtained at the following web site:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&ooiid=16365&contentId=17943&pageTypeId=8203&contentType=GSA\\_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT](http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&ooiid=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT)

If the contractor purchases non-refundable tickets as a cost saving measure, and then is required to change or cancel the tickets due to causes beyond their control, the contractor may claim reimbursement for service charges. Unused tickets paid for by the Government must be sent promptly to the Contracting Officer, unless it is likely they can be reissued for a later trip and the company maintains an adequate accounting system to protect the tickets from misuse, and insures the Government will not be billed for the subsequent trip. Complete justification and accounting must be provided with the invoice.

Saturday night stays are not required to take advantage of lower fares, but if the traveler chooses to stay over, the Government will reimburse the contractor for the additional lodging and per diem expenses if the reduced cost of the airline ticket offsets these expenses. Complete justification and accounting must be provided with the invoice.

Use of a rental car shall not always be justified; and their use is to be the exception rather than the rule. Alternate methods of local travel shall be used whenever possible, such as hotel or airport shuttles and taxis. If a rental car is needed, your justification must include the distance

from the airport to the hotel and to the training site. Also include, the name, phone number, and cost of a shuttle service, or a statement that none were available. Remember, the Government is only obligated to pay reasonable costs, and without proper justification, charges will be reduced or eliminated as being unreasonable.

Personal convenience or “club” membership is not a justification for higher airfares, rental cars, or the choice of airlines or hotels.

The contractor shall always attempt to receive the Government rate for auto rentals and hotel rooms. Authorization letters will be issued to travelers upon request.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKAGING AND MARKING**

(a) All packing and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial practices. It is strongly suggested that packages be sent via express mail, or private overnight carrier such as: Fed Ex, DHL, or UPS.

(b) All information submitted to the Contracting Officer or the Contracting Officer’s Technical Representative (COTR) shall be clearly marked with the name or the organization/contractor, the contract, task order and/or modification number as appropriate, and the identification of the submission.

### **D.2 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information under the terms and conditions of the contract, including forms, report, etc., to the Contracting Officer or the COTR, shall be paid by the contractor.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

Satisfactory completion of work under this contract shall be indicated by written receipt of such work by the Contracting Officer or the designated COTR. Taking physical delivery of deliverable items shall not constitute acceptance.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

#### **a. Contractor Performance Evaluations**

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluations will be prepared as soon as possible after completion of all required work.

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor may elect to review the evaluation and submit additional information or a rebuttal statement within thirty days. Any contractor response is voluntary. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision is final.

Copies of the evaluations, contractor responses and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

#### **b. Electronic Access to Contractor Performance Evaluations**

The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain interim and final past performance information.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov/>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

### **F.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/far/index.html>

### **F.3 PERIOD OF PERFORMANCE**

(a) Base Period of Performance (Term): The period of performance for the base period shall be one (1) year from the effective date of the contract.

(b) Option Periods of Performance (Term): The period of performance for each of the four options, if exercised by the Government, shall be 12 months from the effective date of the exercising of that option. Each option period, if exercised, will commence on the day after the expiration of the previous period of performance.

(c) The FRA has a unilateral right to extend the term of the contract through the exercise of one or more of the one-year option periods, in accordance with FAR clause 52.217-9, Option to Extend the Term of the Contract. If FRA exercises all options, the total period of performance for this contract will be five (5) years from the effective date of the contract. Task Orders may be issued any time during the period of performance of the contract and the period of performance for each individual task order will be specified in the task order. The period of performance for individual task orders issued under this contract may extend for one year beyond the period of performance of the contract for the base period and subsequent option periods, if exercised.

### **F.4 PLACE OF DELIVERY**

(a) All deliverables, as described herein and as required by individual task orders, shall be delivered under transmittal letter, to the COTR at the following address:

US Department of Transportation  
Federal Railroad Administration  
Office of Railroad Development  
ATTN: *(to be inserted at time of award)*  
1200 New Jersey Avenue, SE  
Washington, DC 20590

(b) Some deliverables as specified by individual task orders and a copy of each deliverable's transmittal letter shall be delivered to the Contracting Officer at the following address:

US Department of Transportation  
Federal Railroad Administration  
Office of Acquisition & Grants Services  
ATTN: *(to be inserted at time of award)*  
1200 New Jersey Avenue SE, Mail Stop 50  
Washington, DC 20590

## **F.5 CONTENTS OF DELIVERABLES**

Deliverables will be negotiated by individual task orders under this contract. These may require established content, quality standards or delivery schedules, as needed. Additionally, while deliverables will usually be written reports, according to the needs in a particular task order, they also may be briefings, microcomputer or word processing diskettes, photos, videotapes, or some combination of these.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

### **G.2 COTR ASSIGNMENT**

(To be inserted at time of award) is hereby designated as the Contracting Officer's Technical Representative (COTR) for this contract. The COTR can be reached by telephone at (pending award).

The COTR has the authority to monitor the technical progress of the services that are required under the contract. This includes visits to the contractor's place of performance, meetings, and telephone conversations with the contractor's personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the contracting officer. The COTR cannot authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. If a change (monetary or otherwise) to the contract is desired, the contractor must submit a written request to the contracting officer for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations.

Whenever a difference of opinion between the contractor and the COTR occurs, the contracting officer or contract specialist should be contacted immediately for resolution. The contractor should also contact the contracting officer or contract specialist when the COTR cannot be contacted on a technical matter and for assistance on all other matters pertaining to this contract.

### **G.3 BILLING INSTRUCTIONS**

The contractor shall submit invoices for payment utilizing Standard Form 1034 submitted in one original in accordance with “Instructions for Preparation and Submission of Public Vouchers” (available from the Contracting Officer). Invoices shall be submitted to:

DOT/FRA  
Franchise Commercial Payments Branch, AMZ-150  
P.O. Box 268943  
Oklahoma City, OK 73126

### **G.4 TRAVEL AND PER DIEM**

(a) All travel reimbursable hereunder shall conform to the FAR 31.205-46 and the Federal Travel Regulations.

(b) All travel shall be reimbursed at cost up to the NOT-TO-EXCEED dollar amount allocated for travel expenses in each individual task order in accordance with current Federal Travel Regulations at economy class rates when available. If not available, reimbursement vouchers shall be annotated that economy class was not available. The contractor shall be reimbursed for actual costs incurred for per diem/subsistence costs in accordance with current Government travel regulations.

### **G.5 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)**

(a) The personnel and/or facilities as specified in paragraph (c) are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

(b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion of key personnel shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel under this Contract are: (To be proposed by the Contractor)

Name

Title

(To be inserted at time of award)

## **G.6 ACCEPTANCE OF KEY PERSONNEL SUBSTITUTIONS/REPLACEMENTS**

In evaluating the justification and proposed substitution(s) of key personnel throughout the period of performance of this contract, the Contracting Officer reserves the right to make an assessment on the technical and/or professional qualifications of the proposed substituting individual(s). The Contracting Officer further reserves the right to disallow the utilization of the proposed substituting individual(s) for performance on the subject contract, when the technical and/or professional qualifications of the proposed individuals are determined, by the Contracting Officer, (1) not to be substantially equivalent to the technical and/or professional qualifications of the key personnel they are to substitute, or (2) not sufficient to reasonably insure successful performance or otherwise endanger project performance, progression, or completion.

## **G.7 CONFLICT OF INTEREST**

The DOT is committed to providing the public with service free from bias, conflicts of interest and unprofessional conduct. It is the DOT's policy to award contracts only to those offerors whose objectivity is unimpaired by any past, present, or planned interest -- financial or otherwise -- in organizations either regulated by the DOT or with interests that may be substantially affected by activities of the DOT.

A contractor's goals, policies, practices and culture must maintain the Government's responsibility to the public for independent judgment without regard to remuneration from other sources. No member partner or key personnel of the contractor (or an immediate family member thereof) shall have a financial interest in the project or a real property interest in either real property specifically acquired for or to be acquired for a project, or property that is adjacent thereto, for which the DOT is providing credit assistance.

It is incumbent upon the contractor to promptly disclose in writing to the Contracting Officer and COTR any actual or apparent conflict of interest, or an interest or interests that may give rise to the appearance of a conflict as such could affect the public's confidence in Department's execution of federal laws and regulations governing its programs.

The Disclosure of Conflicts of Interest provision in Section I.6 of this solicitation, details requirements regarding disclosure of conflicts of interest in the offeror's proposal. In addition, with each task order proposal, the contractor shall assure compliance with the conflict of interest policy as follows:

1. Based on information provided by the Contracting Officer regarding the Applicant and Related Parties, the contractor will determine whether any of these entities are also clients of the contractor.
2. In accordance with Federal Acquisition Regulation (FAR) Subpart 9.5, and consistent with applicable rules of professional conduct, the contractor shall conduct a conflict of interest analysis.
3. The contractor shall then certify that no actual or potential conflict exists with respect to the services to be provided in connection with the task order, or that any actual or

potential conflict of interest that does or may exist has been communicated in writing to the Contracting Officer.

Notwithstanding such certification, the Contracting Officer reserves the right, under the FAR 9.504, to evaluate independently any potential conflict of interest and to take action to avoid, neutralize or mitigate the conflict prior to award of a task order.

The contractor agrees that if it discovers an organizational or personal conflict of interest, it shall make an immediate and full disclosure in writing to the Contracting Officer, including a description of the action taken to remedy the conflict. Further, the contractor shall take any action requested by the Contracting Officer to avoid, neutralize or mitigate the conflict. If at any time following execution of the contract or a task order, the contractor becomes aware of a potential or actual conflict of interest and misrepresents or fails to disclose relevant information (intentionally or not) to the Contracting Officer, the Government may terminate the contract for default.

## **G.7 FUNDING**

Funding for performance of task orders will be allocated and obligated by the individual orders issued against the contract. Award of the base contract does not constitute an authority to commence work or incur costs on behalf of the Government.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ACCESSIBILITY OF MEETING AND CONFERENCES TO PERSONS WITH DISABILITIES**

The contractor shall assure that any meeting or conference held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations.

### **H.2 EXCLUDED FUNCTIONS AND RESPONSIBILITIES**

(a) Functions and responsibilities directly involved or associated with the management of any FRA Office are expressly excluded from this contract or order issued hereunder. The parties hereby agree that any instructions, directives, or orders issued under this contract involving such management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the contractor under this contract or order issued hereunder:

- (1) Policy making or management of FRA operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Government purchasing, contracting, contract administration, acceptance of materials and/or performance, and pay and accounting



- therefore;
- (5) Direction or supervision of other Government contracts or Government agencies, or otherwise acting as an agent to obligate or commit in any capacity;
  - (6) Clerical and other administrative type functions required to be performed by civil service personnel; and
  - (7) Supervision of Government employees.

### **H.3 REPRODUCTION OF REPORTS**

Federal printing and binding regulations require that printing or reproduction of reports, data, or other written materials produced under contracts or grants which exceed 5,000 production units of any page, or 25,000 production units in the aggregate, must be processed through the U.S. Government Printing Office (GPO). Accordingly, unless otherwise specifically approved in advance by the Contracting Officer, any project report or other written materials produced under an order on this contract that is expected to exceed these limits must be submitted to the COTR in one camera-ready original. The Government will reproduce copies exceeding the above limits. Any use of color in the final report that would result in color printing (black plus one or more colors) must have prior approval of the Contracting Officer. All printing funded by this contract or order hereunder must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, U.S.C., and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

### **H.4 TASK ORDERING PROCEDURES**

- (a) Task Orders awarded under this contract may be issued only by a designated Contracting Officer representing the U.S. Department of Transportation, Federal Railroad Administration.
- (b) To the maximum extent practicable, Task Orders will be competed among the awardees and issued by the Federal Railroad Administration's Contracting Officer in writing using an Optional Form 347, a suitable agency-approved form, or any other appropriate contractual instrument. Task orders may be solicited, negotiated, and issued from the effective date of this contract through completion or termination of the base period and/or each of the four successive option year periods of the contract. If all options are exercised, task orders may be issued through a five (5) year period commencing from the effective date of contract. The period of performance for individual task orders issued under this contract may extend for one year beyond the period of performance of the contract for the base period and the option periods, if exercised.
- (c) All task orders shall be subject to the terms and conditions of this basic contract. In the event of conflict between a task order and this contract, the contract shall control. The Government will issue task orders for those segments of work defined in the Statement of Work included herein in Section C. The task orders shall be the instruments for specific work performance.
- (d) There is no limit on the number of task orders that may be issued against this contract, if and when needed, within the maximum value of the applicable contract period (base and options). It is anticipated that fixed-price type task orders will be awarded for individual work requirements under this contract with the cumulative values stated for the base and each option period. If the

Government's requirements (in any period or in all periods combined) do not result in task orders against this contract beyond the stated minimum value of \$1,000), that fact shall not constitute the basis for an equitable price adjustment.

(e) Any task order issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order. The task order shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

(f) Orders placed under this contract shall contain the following information:

- (1) Effective date of the order;
- (2) Contract number and order number;
- (3) Scope of Work, including references to applicable requirements in the basic contract;
- (4) List of any Government-owned or third party property, material, or facilities to be furnished for the performance of the work;
- (5) The fixed price of the task order for complete performance;
- (6) Delivery or performance period
- (7) Place and manner of inspection and acceptance;
- (8) Packaging, packing, and shipping instructions, if any
- (9) Accounting and appropriation data; and
- (10) Any other pertinent information.

## **H.5 TASK ORDER PROPOSAL EVALUATION**

(a) Written solicitations for competition of each prospective task order will be issued by the Contracting Officer. Each prospective task order solicitation shall include the specific statement of work. After issuance of a solicitation request, the contractor shall prepare and submit to the Contracting Officer a proposal. The solicitation shall state whether the evaluation of offerors will be by price alone or by technical evaluation. The proposal shall serve as the basis for negotiation of a finalized task order and shall specify the following:

- (1) The technical approach to the work to be performed to include assigned personnel;
- (2) The estimated labor, including a level of effort estimate for the required number of labor hours, by labor category and billing rates for each task or subtask;
- (3) The estimated direct material, travel, subsistence, and similar costs, if required;
- (4) The proposed fee or profit with supporting substantiation (i.e. risk factors associated with the statement of work--see FAR 15.404-4(d));
- (5) The planned time schedule for performance with milestones suitable for monitoring task progress;
- (6) Dollar amount and type of any proposed subcontract, including detailed supporting documentation pertaining to proposed costs;
- (7) The total price, to be drawn against the negotiated ceilings under the basic contract. The cost breakdown shall utilize the current applicable direct and indirect cost rates, not exceeding any ceilings established by the terms of the contract; and

(8) Any other pertinent information related to the technical approach or pricing.

(b) Upon receipt of the contractor's proposal, the Federal Railroad Administration will evaluate the proposal response to determine its technical acceptability, sufficiency, and reasonableness within the terms of the contract. The Government reserves the right to accept or reject the contractor's proposal without further discussions or negotiations. The Contracting Officer may conduct discussions, as necessary, to resolve any technical and cost issues in the proposal.

(c) Upon completion of the above process, the contractor shall be issued a completed order document accompanied by the Statement of Work to include the incorporation by reference of the accepted technical approach within the proposal. Only upon receipt of a fully executed, written task order shall the contractor commence work hereunder. The Government shall not be obligated to reimburse the contractor for work performed, items delivered, or costs incurred, nor shall the contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by a fully executed, written task order, which has been signed by the Federal Railroad Administration Contracting Officer.

## **H.6 TASK ORDER CEILINGS**

Task Orders shall not exceed the cumulative maximum price set forth in Section B for work within the base year performance period or within any option year of contract performance unless specifically authorized by the Contracting Officer.

## **SECTION I - CONTRACT CLAUSES**

### **I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following list of clauses by reference, with the same force and effect as if they were given in full text. The list includes clauses appropriate for both fixed price and cost reimbursable contract arrangements in order to provide flexibility for issuing either fixed price or cost reimbursement type task orders under the contract. The full text of a clause may be accessed electronically at this web address:

<http://acquisition.gov/far/index.html>

- 52.202-1 Definitions. JUL 2004
- 52.203-3 Gratuities. APR 1984
- 52.203-5 Covenant Against Contingent Fees. APR 1984
- 52.203-6 Restrictions on Subcontractor Sales to the Government. SEPT 2006
- 52.203-7 Anti-Kickback Procedures. JUL 1995
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. JAN 1997
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. SEPT 2007
- 52.204-2 Security Requirements AUG 1996

52.204-4 Printing or Copying Double-Sided on Recycled Paper. AUG 2000  
 52.204-7 Central Contractor Registration JULY 2006  
 52.209-6 Protecting the Governments Interest When Subcontracting with  
 Contractors Debarred, Suspended, or Proposed for Debarment. SEPT 2006  
 52.212-1 Instructions to Offerors – Commercial Items APR 2008  
 52.212-4 Contract Terms and Conditions – Commercial Items FEB 2007  
 52.215-2 Audit and Records-Negotiation. JUN 1999  
 52.215-8 Order of Precedence--Uniform Contract Format. OCT 1997  
 52.215-19 Notification of Ownership Changes. OCT 1997  
 52.216-24 Limitation of Government Liability APR 1984  
 52.215-25 Contract Definitization OCT 1997  
 52.217-2 Cancellation Under Multi-year Contracts. OCT 1997  
 52.217-8 Option to Extend Services NOV 1999  
 52.217-9 Option to Extend the Term of the Contract MAR 2000  
 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business  
 Concerns JULY 2005  
 52.219-6 Notice of Total Small Business Set-Aside. JUN 2003  
 52.219-8 Utilization of Small Business Concerns. MAY 2004  
 52.222-3 Convict Labor. JUN 2003  
 52.222-21 Prohibition of Segregated Facilities. FEB 1999  
 52.222-26 Equal Opportunity. MAR 2007  
 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the  
 Vietnam Era, and Other Eligible Veterans. SEPT 2006  
 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998  
 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the  
 Vietnam Ear, and Other Eligible Veterans. SEPT 2006  
 52.223-6 Drug-Free Workplace. MAY 2001  
 52.223-13 Certification of Toxic Chemical Release Reporting AUG 2003  
 52.223-14 Toxic Chemical Release Reporting AUG 2003  
 52.224-1 Privacy Act Notification. APR 1984  
 52.224-2 Privacy Act. APR 1984  
 52.225-13 Restrictions on Certain Foreign Purchases FEB 2006  
 52.227-14 Rights in Data - General. JUN 1987  
 52.232-1 Payments APR 1984  
 52.232-9 Limitation on Withholding  
 52.232-11 Extras APR 1984  
 52.232-17 Interest. JUN 1996  
 52.232-18 Availability of Funds APR 1984  
 52.232-19 Availability of Funds for the Next Fiscal Year. APR 1984  
 52.232-23 Assignment of Claims. JAN 1986  
 52.232-25 Prompt Payment. OCT 2003  
 52.232-33 Payment by Electronic Funds Transfer -- Central Contractor Registration. OCT 2003  
 52.233-1 Disputes. JULY 2002  
 52.233-2 Service of Protest SEPT 2006  
 52.233-3 Protest after Award. AUG 1996  
 52.239-1 Privacy or Security Safeguards. AUG 1996

- 52.244-2 Subcontracts JUN 2007
- 52.244-5 Competition in Subcontracting DEC 1996
- 52.249-2 Termination For Convenience of the Government (Fixed-Price). MAY 2004
- 52.249-8 Default (Fixed-Price Supply and Services) APR 1984
- 52.253-1 Computer Generated Forms. JAN 1991

**52.212-3 Offeror Representations and Certifications—Commercial Items. (NOV 2007)**

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) **Definitions.** As used in this provision:

**“Emerging small business”** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

**“Forced or indentured child labor”** means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

**“Manufactured end product”** means any end product in Federal Supply Classes (FSC) 1000-999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grade of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials

**“Place of manufacture”** means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

**“Service-disabled veteran-owned small business concern”**—

(1) Means a small business concern— (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**“Small business concern”** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

**“Veteran-owned small business concern”** means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

**“Women-owned business concern”** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**“Women-owned small business concern”** means a small business concern---

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) Common parent.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and (ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

***Alternate I (Apr 2002).***

X  (11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).



\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

**X Alternate II (Oct 2000).**

(iii) Address. The offeror represents that its address [ ] is, [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.**

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (APR 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(2) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

\_\_\_ (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (4) [Reserved]

**X** (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-6](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-6](#).

\_\_\_ (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_\_\_ (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2007) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

- \_\_\_ (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_\_ (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_\_ (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_\_ (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- \_\_\_ (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ~~X~~ (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ~~X~~ (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- ~~X~~ (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- ~~X~~ (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ~~X~~ (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- ~~X~~ (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- ~~X~~ (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- ~~X~~ (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- \_\_\_ (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- \_\_\_ (ii) Alternate I (Aug 2007) of [52.222-50](#).
- \_\_\_ (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- \_\_\_ (ii) Alternate I (Aug 2000) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- \_\_\_ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- \_\_\_ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- \_\_\_ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- \_\_\_ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- \_\_\_ (30) [52.225-5](#), Trade Agreements (NOV 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

— (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

~~X~~ (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

— (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

— (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

~~X~~ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

~~X~~ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

~~X~~ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

~~X~~ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

~~X~~ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

(viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## **I.2 FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## **I.3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$350,000;
- (2) Any order for a combination of items in excess of \$750,000; or
- (3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I.4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five (5) years from the effective date of the contract or the period of performance under an existing task order which was issued within the three years from the effective date of the contract, which ever date is later.

## **I.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 calendar days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and (6) months.

## **I.6 TRANSPORTATION ACQUISITION REGULATION (TAR)(48 CFR CHAPTER 12) CLAUSES**

1252.209-70 Disclosure of Conflicts of Interest (OCT 1994)

1252.242-72 Dissemination of Contract Information (OCT 1994)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

1252.223-73 Seat Belt Use Policies and Programs (APR 2005)

In accordance with Executive Order 13043, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and program for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle-Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov) . Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, DC dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-(800)-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org) .

## SECTION J - LIST OF ATTACHMENTS

### Sample Task

#### **SAMPLE TASK – Statement of Work:**

##### **FRA-RDV 12**

##### **Railroad Rehabilitation and Improvement Financing (RRIF) Program Pending IDIQ Contract for Railroad Market and Financial Analysis Services Sample Task Order**

### Lincoln Central Railroad

#### **Background/Overview**

The Lincoln Central Railroad operates on 250-miles of rail line located in the central part of the State of Lincoln. Its eastern terminus is in Springfield, where it interchanges with CSX and Union Pacific. The line is owned by the closely-held Lincoln Central Railroad Corporation. In 1989, the railroad property was acquired by its current owners, who assembled components of the right-of-way when the line fell into disuse. Parts of it had previously been owned by UP and by the now-defunct Great Southern Railroad.

The Lincoln Central Railroad has applied for a \$40 million loan under FRA's RRIF program. Of that amount, approximately \$30 million has been proposed for track upgrades, with the remainder to be used for purchases of railcars and other equipment.

Since 1989, traffic on the line has increased considerably, from approximately 2,000 carloads annually to approximately 29,000 carloads in the last 12 months. The railroad moves primarily coal, agricultural commodities, and plastic pellets. The coal comes mostly from one mine located on the line. Lincoln Central moves most of the coal to Springfield, where it continues via CSX to various regional power plants. The agricultural commodities originate primarily from grain elevators on the Lincoln Central line, although some agricultural commodities move from points east of the line to a large food processing plant located in Lincoln City, near the midpoint of the Lincoln Central line. The plastic pellets are moved primarily from a mid-sized processing plant also located in Lincoln City. Although some of the raw materials required by the plastics plant are moved by rail, most are delivered by truck.

The RRIF-funded capital expenditures are intended to allow Lincoln Central to continue to compete successfully. Improved track conditions will allow faster and more reliable rail service, while ensuring that the entire line will be capable of transporting 286,000-pound railcars. The track upgrades, along with the railcars and equipment to be purchased, would allow the railroad to keep pace with the company's organic growth in carloads. It will also permit Lincoln Central to serve 2 major sources of increased traffic: an expansion of the plastics plant and the construction of a new paper mill on the line. The paper mill will create demand for substantial inbound shipments of logs, as well as smaller shipments of chemicals.

## ***Tasks to be Performed by the Financial Advisor***

### **TASK 1 – Determination of application completeness**

Task Background: By law, the FRA must grant or deny each request for RRIF funds within 90 days of receipt of a complete RRIF application. To initiate a RRIF loan request, the Applicant follows the RRIF application form available on the FRA web site. After the initial application form is submitted to the FRA, the FRA reviews it, and may request from the applicant additional information necessary for proper analysis of the loan request. The 90-day deadline for FRA action becomes operative only when the applicant submits the supplemental information requested by the FRA.

Task Description: The contractor shall examine the applicant's initial submission. The contractor shall then compile a list of additional documents and information the contractor will need to complete the tasks listed below and submit it to the Contracting Officer's Technical Representative (COTR) as Report #1. The list will be used to aid FRA staff in determining what additional information will be requested from the applicant; items listed in the Contractor's request need not be items enumerated in the RRIF statute or regulations.

### **TASK 2 – Historical Review**

The Contractor will analyze the applicant's historical financial data to determine trends in traffic, revenue, and expenditures—in isolation and in comparison with industry trends.

1. The Contractor will complete an operational analysis of the applicant's historic traffic flows (including a description of any interchanges and any haulage arrangements) by commodity, including revenues per car and operating expenses per car. An analysis of trends and patterns should be included.
2. The Contractor will analyze the applicant's historic financial performance and debt structure. This will include an analysis of revenues, expenses, and income, and a discussion of ongoing trends as well as significant unique events.
3. The Contractor will compile a list of the applicant's major customers (including connecting railroads) with historic traffic volumes for each. The Contractor will then contact those shippers to evaluate their relationship with the applicant and their anticipated future traffic volumes. An analysis of the diversity of the products shipped, and variances in shipping rates paid among different types of cargo should be included, along with a discussion of any relevant shipper contracts.
4. The Contractor will analyze the competitive environment in which the applicant operates. The analysis should discuss sources of demand for shipping in the area; the major destinations to which these commodities are currently shipped; how local shippers' needs are changing, how the rail shipping industry in the area is changing; how the applicant is positioned with respect to its rail, truck, and other competitors; and how that the applicant might change that position over time.



### **TASK 3 – Evaluation of Adequacy and Appropriateness of Proposed Project**

The Contractor must also consider the adequacy of forecast project cost estimates, design specifications, proposed future maintenance assumptions, proposed construction schedules and other proposed factors—discussing possible areas for reconsideration or restructuring of the project if appropriate.

After completion of Tasks 2 and 3, the Contractor will deliver a Report #2 to the FRA summarizing its conclusions and proposing assumptions that will form the basis of the projections to be generated in Task 4 below. After FRA approval and/or modification of the proposed assumptions, the Contractor will complete the remaining items.

### **TASK 4 – Forecast of Traffic and Financial Performance**

1. For a 5-year projected period, the Contractor will generate its best estimate of revenue per carload, operating expense per carload, and traffic volumes by commodity based on historic trends of the applicant and anticipated changes to those trends based on information gathered in Task 2 above, taking into account other factors deemed relevant by the Contractor, such as regional and national economic conditions.
2. The Contractor will estimate projected future expenses assuming that the RRIF loan is approved and that the funds are used as requested. The estimate should include anticipated cost savings attributable to the RRIF project after completion, as well as the changes in the volume and mix of shipping traffic anticipated in item #1 of this task.
3. The Contractor will analyze historic capital expenditure needs and review projected capital expenditures needed and planned.
4. Based on the foregoing items, the Contractor will prepare 5 years of projected Income Statements, Balance Sheets, and Cash Flow Statements assuming the proposed project is funded and completed as scheduled.
5. In the context of the historical and projected financial statements, the contractor shall further analyze the Applicant's ability to repay the proposed loan. The contractor shall identify any unique project risks, revenue opportunities, or security features (e.g. operating revenues from non-railroad-related affiliated companies or guarantees) that will enhance or inhibit an Applicant's ability to repay the funding requested. The evaluation must also calculate projected fixed charge coverage ratios, including a discussion of its components. The contractor should also quantify to what degree projected revenues, operating ratios, and other key financial results may deviate from projections before the fixed charge coverage ratio reaches an unacceptable level.

After the completion of Task 4 above, a report setting forth the results shall be delivered to the FRA.

**End Sample Task**

## **SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

To be eligible for award of a contract resulting from this solicitation, all Offerors must be registered in the Federal Government's "Central Contractor Registration" (CCR), AND be registered in the Federal Government "Online Representations and Certifications Application" (ORCA). Both of these separate registrations can be accomplished through the following website:

<http://www.bpn.gov>

NOTE: When properly registered in each of these systems, the vender will receive an automatic acknowledgement confirming successful registration in each system. Without such acknowledgements, the registrations are not complete.

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

### **L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE, FAR 52.252-1 (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. In addition, the full text of FAR clauses may be accessed electronically at:

<http://acquisition.gov/far/index.html>.

Full text of clauses contained in the Transportation Acquisition Regulation (TAR) may be accessed at <http://www.dot.gov/ost/m60/tamtar/tar>.

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|----------------------|--|
| <b>L.2 52.214-34</b> | <b>Submission of Offers in the English Language. APR 1991</b>      |
| <b>L.3 52.214-35</b> | <b>Submission of Offers in U.S. Currency. APR 1991</b>             |
| <b>L.4 52.215-1</b>  | <b>Instructions to Offerors--Competitive Acquisition. JAN 2004</b> |

### **L.5 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of multiple indefinite delivery-indefinite quantify (IDIQ) type contracts resulting from this solicitation. Under these contracts, individually priced firm-fixed-price task orders may be competitively issued.

## **L.6 FAR 52.233-2 SERVICE OF PROTEST. (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer addressed as follows: Federal Railroad Administration, 1200 New Jersey Avenue, SE, Room W34-304, Mail Stop 50, Washington, DC 20590 and confirmed by obtaining written and dated acknowledgment of receipt from the Contracting Officer or location where a protest may be served on the Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## **L.7 CONTENT OF PROPOSALS**

### **(a) GENERAL**

(1) All proposals must be submitted in both printed and electronic form. Offerors are required to send proposals as follows: the technical and price proposals must be in completely separate volumes and one signed separate hard copy of each must be sent to Ms. Cross at Federal Railroad Administration, 1200 New Jersey Avenue, S.E., West Bldg, Room W36-489, Washington, DC 20590. The identical information must be sent on a separate Compact Disc(CD ROM) in Microsoft Word or Adobe PDF and/or Excel formats. Should you have questions, contact Ms. Cross via email. (Please see Solicitation Provisions below for more information on preparing the proposals.) **FAXed or Emailed proposals will NOT be accepted.** Offerors are solely responsible for ensuring their offer is received at the designated place and time for receipt of offers.

- Volume I, shall contain the Technical Proposal consisting of a Technical Approach, Key Personnel, and Management/Staffing Plan. These sections must not contain any contract price or cost information which shall be submitted in a separate volume.
- Volume II shall consist of Past Performance Information.
- Volume III shall consist of the Cost/Price Proposal based upon the Sample Task.

(2) The content of proposal volumes must be identical to the electronic submissions and internally consistent with the organizational structure described herein. Those not adhering to this structure may be considered unacceptable.

(3) Offerors must submit the following number of copies:

- One (1) original of the written Technical Proposal (Volume I);
- One (1) original of the Past Performance Information (Volume II);
- One (1) original of the Cost/Price Proposal (Volume III) relating to each Area of Responsibility and the Respective Sample Tasks.
- Four (4) CD ROMs in READ ONLY format; two for the Technical and past performance, and two for the price/cost proposal.

(4) An offeror's Technical Proposal will be evaluated in accordance with those factors set forth in Section M.

(5) Electronically submitted (email and CD ROM) proposals shall consist of separate files as set forth below. Microsoft Office XP software shall be used to create the required ".XLS", ".PPT" and ".DOC" files. Adobe Acrobat Version 5.0 or less shall be used to create ".PDF" files.

(6) Any data previously submitted in response to another solicitation will be assumed unavailable to the Contracting Officer; and this data must not be incorporated into the technical proposal by reference.

(7) The proposal must be clearly indexed and logically assembled, and written in a practical, clear and concise manner. Assertions made in the proposal should be specific and fact-based.

(8) Proposals must be legible, double spaced (personnel résumés may be single spaced), typewritten (on one side only), in a type size not smaller than 12 point pitch, on paper not larger than eight and a half by eleven inches and not exceeding the page limits established in this solicitation. Pages in excess of the individual limitations shall not be read, and the proposal shall be evaluated as if the excess pages did not exist. Some foldout charts or diagrams may be used within the aforementioned restrictions/page limitations. Each 8½" x 11" page foldout will be counted as one page (i.e., one fold-out with two pages will be counted as two 8½" x 11" pages).

(9) The three Volumes (Technical Proposal, Past Performance Information, and the Cost/Price Proposal for sample task) must be submitted in separately sealed envelopes within a sealed package, each clearly marked with the solicitation number. The proposal may have a cover letter (maximum 2 pages). Each volume and section must have a table of contents. Tables of contents and blank section dividers are not included in the page limitations cited for each section. Proposals submitted in response to this solicitation must contain the information as outlined below.

(b) TECHNICAL PROPOSAL (Volume I). The Technical Proposal shall include the following sections (listed in descending order of importance):

Section 1. Overall Understanding/Technical Approach - Sample Task(s). This section of the technical proposal provides the offeror's response to the sample task set forth herein. The sample task provided in this solicitation is representative of the statements of work to be issued as delivery orders. For the sample task, the offeror will provide (1) a detailed description of the technical approach including a step-by-step procedure and methodology that would be used in accomplishing the task. (The response to Section 1 shall be limited to not more than 30 pages.)

Section 2. Key Personnel - This section must contain a one page (maximum) introductory summary on key personnel including their full time availability and their respective labor categories, followed by résumés for all key personnel and being proposed. Résumés are restricted to three pages each and shall include, but not limited to: information addressing the person's field of training (e.g. college degrees, certifications, etc.); a description of the person's relevant work experience correlating to the expected areas of work to which they would be

assigned under the proposal, or other relevant outstanding achievements. All key personnel must be available full-time. (Available means available to work to the extent described in the Statement of Work/proposal, if and when ordered. Full-time means a regular labour-year, the definition of which in terms of precise hours will vary from company to company.) Contingency hires may be proposed. (A contingency hire is defined as an individual who has signed a commitment to work in the event the contract is awarded to the offeror.) A copy of the signed contingency agreement must be submitted in proposal for any contingency hire of a key person. (There is no total page limit for this Section.)

Section 3. Management/Staffing Plan, for Sample Task(s). In this section, the offeror must provide a detailed management/staffing plan that will be followed during contract execution. The offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedure to be taken to coordinate work and ensure quality control and cost control. The offeror must define the proposed organizational structure (including responsibilities, and reporting structure) for the project/contract, how personnel will be assigned from task to task throughout the contractual period, and how the proposed project team will interface internally and with the FRA. The offeror must describe policies, procedures for managing and directing the effort for productivity, quality, cost control, and early identification and resolution of problems. The staffing portion of the plan shall describe how the key and non-key personnel under the contract will be staffed. In the plan the offeror must describe the extent to which the offeror proposes to staff the key and non-key portion (by labor category) with current employees or with those for whom the offeror has binding contingency hire agreements. The plan will describe the minimum qualification requirements established by the offeror for all key and non-key personnel. Offerors are cautioned that the primary preference for staffing key and non-key personnel at the time of contract award is with current employees or contingency hires vice reliance on recruiting new hires. Résumés shall not be submitted on non-key personnel nor shall contingency agreements be submitted. (The response to this Section 3 shall be limited to not more than 10 pages.)

(c) PAST PERFORMANCE INFORMATION (Volume II). The offeror shall describe its past performance on up to three (3) directly related or similar Federal, State and local government, and private industry contracts and subcontracts it has held within the last 3 years and all contracts and subcontracts currently in progress which are of similar scope, magnitude and complexity to that which is detailed in the RFP. (The information must be clear whether the work by the offeror was done as a prime contractor or a subcontractor). Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP.

The offeror shall provide the following information regarding its past performance:

- A. Contract Number(s) and type of contract(s);
- B. Procuring Agency and name of reference point(s) of contact (not to exceed three) telephone and fax numbers at the Federal, State, Local Government or Commercial entity for which the contract was performed;
- C. Dollar value of the Contract;
- D. Period of Performance;

- E. Detailed description of the work performed;
- F. Relevancy of the contract to this proposed requirement;
- G. Clear statements describing whether the contract was completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Discuss any cost growth if the contract was not completed for the original contract amount; and
- H. The number, type, frequency, duration and impact of any quality, delivery or cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action. Offerors shall submit similar past performance information on proposed significant or critical subcontractors but such subcontractor past performance must be relevant to that required under this RFP and to the work to be subcontracted. The proposal must describe the amount of work and criticality of the work to be subcontracted. Such subcontractor work must clearly indicate the extent of involvement of the subcontractor(s) in the proposed effort (such as 40% of the total labor hours) and why such subcontractor experience is relevant considering the subcontractor effort proposed.

Offerors must either provide the above information or affirmatively state that it possesses no relevant directly related or similar past performance.

(d) **COST/PRICE PROPOSAL** Offerors shall provide all cost/price information on proposed labour categories in a separate Volume IV entitled, "Cost/Price Proposal" (and "Subcontracting Plan" if applicable). The offeror shall provide a completed signed copy of the solicitation cover page (SF 33) accompanied by cost/price estimates for the Sample Task(s) and corresponding Areas of Responsibility extrapolated/escalated for months of operation, using the matrices provided below for the entire 5-year period of performance for financial analyst services. Cost/Price estimates for the Sample Task(s) should be distinctly separate from the extrapolated and escalated cost/price estimates for the entire 5-year period of performance. The Cost/Price Proposal sections should be clearly marked.

## **L.8 COST/PRICE PROPOSAL(S) (Volume III)**

(a) The Offeror shall submit a proposed fixed hourly rate schedule for financial assessment services based upon the level of the professional staff proposed. Only one rate may be provided per labour category. The rates shall be fully loaded and inclusive of all miscellaneous charges except travel. The rate schedules should cover each year of the contract period either by a table of charges or a statement of annual escalation factor to be applied annually. These prices will be used as both a means of determining contract award, as well as a baseline for future task order proposals.

### **Additional General Information**

Contractors are expected to propose labour categories, number of estimated man hours, and rates for each proposed category, to establish a price for completing the above sample task. These rates will be the basis for price analysis and used to determine price reasonableness of proposals

and competitive task orders. Contractors may discount the proposed rates under task order competition, but may not exceed proposed rates.

The Government estimates that the level of effort for the sample tasks found in Section J is as follows:

Task 1 - 8%  
Task 2 - 40%  
Task 3 - 20%  
Task 4 - 32%

The estimated number of man hours to complete this task is between 180 and 310.

The contractor shall work closely with, and at the direction of, the FRA financial analyst handling the loan application. After all the reports have been completed and approved by the FRA, the contractor shall submit to the COTR a written Final Report of the analyses and findings. The versions of the reports provided should reflect any changes made during the ongoing discussions between the FRA and the contractor regarding the work being done under the contract.

#### **L.9 SERVICE OF PROTEST, FAR 52.233-2 (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Charles N. Nurse  
Federal Railroad Administration  
Office of Acquisition & Grants Services, Stop 50  
Room W34-304, 1200 New Jersey Avenue, SE  
West Building, 3<sup>rd</sup> Floor  
Washington, D.C. 20590

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L.10 QUESTIONS PERTAINING TO SOLICITATION**

- 1.) All questions shall be addressed to the Contracting Specialist at the following email addresses:

[Tracey.Cross@dot.gov](mailto:Tracey.Cross@dot.gov)

Please send all questions via email. Questions will not be taken or answered over the phone. Please include the Request for Proposal Number in the subject line. Once questions are compiled they will be answered by an issued amendment to the solicitation.

- 2.) Questions will be permitted from June 2, 2008 through June 9, 2008. Questions submitted after June 9, 2008 may not be answered.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 TECHNICAL EVALUATION FACTORS**

(a) The primary technical evaluation factors are listed below in descending order of importance, unless otherwise indicated.

**I. Technical Approach (Section I)** (1 and 2 below are substantially equal in importance.)

1. Evaluation of Overall Understanding/Approach will be based upon the extent to which the offeror clearly demonstrates an understanding of the sample task and the step-by-step procedures and methodology of the technical approach.
2. The sample task(s)(set forth in Section J) will be evaluated to determine the extent of the offeror's understanding of and feasibility/ability to successfully perform the Government's requirements.

NOTE: A preference will be given to contractors who demonstrate the ability to provide services nationwide.

### **II. Key Personnel (Section II)**

Evaluation will be based on the extent to which personnel résumés submitted by the offeror clearly demonstrate the experience and education necessary to successfully perform under the contract. Qualifications of key personnel, including financial and accounting expertise and railroad knowledge demonstrated experience on transactions similar in structure, magnitude and complexity set forth in the sample task. To be considered, all key personnel must have letters of commitment in the proposal, be available, and otherwise comply with the requirements in Section L for Key Personnel.

### **III. Management/Staffing Plan (Section III)**

Evaluation of the Management/Staffing Plan will be based on the extent to which the plan demonstrates sound business practices in response to the requirements in Section L. The offeror shall identify experience in performing financial analysis and evaluating the financial viability of credit applicants. The offeror shall indicate familiarity with the statutory and regulatory provisions of the RRIF credit assistance program. In terms of the staffing portion of the plan, the evaluation will be based on the extent to which the offeror clearly demonstrates an ability to provide key and non-key personnel who meet the minimum personnel qualifications, both initially and over the life



of the contract. (Primary preference for initial staffing of key and non-key personnel at time of contract award is for current employees of with personnel for whom the offeror has binding contingency hiring agreements vice recruiting.)

(b) **Scoring Adjectives.** The following adjectives should be used as general guidance in assessing each technical sub-criterion and the technical proposal as a whole:

"Outstanding"	O      Very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.
"Better"	B      Fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "Acceptable" rating. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality.
"Acceptable"	A      Meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the Offeror's understanding of the Government's requirements.
"Marginal"	M      Less than "Acceptable." There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least "Acceptable." (Areas of a technical proposal which remain to be "Marginal" after "Best and Final" offers shall not be subject to further discussion or revision.) If award is made on initial offers, there will not be an opportunity for discussions, nor a chance to become at least "Acceptable."
"Unacceptable"	U      Technical proposal has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many personnel requirements of the solicitation. (When applying this

adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than unacceptable.)

## **M.2 EVALUATION OF PRICE**

In addition to the criteria listed above, price will be a consideration in the award decision. The offeror's proposed prices will not be scored, but will be analyzed to determine price reasonableness, competitiveness, and realism. In this context, realism means the degree to which the offeror's prices reflect an approach for delivering high quality, and timely service. The prices should be realistic for the work to be performed, reflect a clear understanding of the contract requirements, and be consistent with the various elements of the offeror's technical proposal.

## **M.3 COST REALISM**

(a) Cost realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be:

- (1) to verify the Offeror's understanding of the requirements;
- (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the Offeror will fail to provide the supplies or services for the offered prices/costs; and
- (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal.

(b) Proposed costs may be adjusted, for purposes of evaluation, based upon the results of the cost realism evaluation. When this cost realism is performed, the resulting cost realistic cost estimate shall be used in the evaluation of cost.

## **M.4 EVALUATION OF PAST PERFORMANCE**

(a) In relation to the evaluation of other non-cost factors, the evaluation of past performance will be considered equal to cost/price, but slightly less than all technical factors combined.

(b) The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. Past performance of "key personnel," if any, may be considered.

(c) The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance experience. The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror which fails to provide the past performance information or which fails to assert that it has no relevant directly related or similar past performance experience.

(d) The Government will consider the following elements of past performance:

QUALITY OF SERVICE	Assess the offeror's conformance to contract requirements and standards of good workmanship.
SCHEDULE	Assess the timeliness of the offeror against the completion of the contract task orders, milestones, delivery schedules, administrative requirements.
COST CONTROL	Assess the offeror's effectiveness in forecasting, managing, and controlling costs.
BUSINESS RELATIONS	Assess the integration and coordination of all activity needed to execute the contract, specifically the timeliness and quality of problem identification, corrective action plans, proposal submittals, the offeror's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts and whether the offeror met small/small disadvantaged, HUBZone small business, and women-owned business participation goals.

(e) Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

NEUTRAL	No relevant past performance available for evaluation. Offeror has asserted that it has no relevant directly related or similar past performance. Proposal received no merit or demerit for this factor.
EXCEPTIONAL	No risk anticipated with delivery of quality

	product, on time, or any degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.
VERY GOOD	Very little risk anticipated with delivery of quality product, on time, or of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.
SATISFACTORY	Some potential risk anticipated with delivery of quality product, on time, and of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance.
MARGINAL	Significant potential risk anticipated with delivery of quality product, on time, and of degradation of performance or lack of customer satisfaction (or cost growth if applicable) based upon the offeror's past performance (A rating of marginal does not by itself make a proposal ineligible for award.).
UNSATISFACTORY	Significant potential risk of anticipated failure of performance based upon the offeror's past performance.

## **M.5 PRELIMINARY COMPETITIVE RANGE DETERMINATION**

(a) In accordance with the Federal Acquisition Regulation (FAR) 15.306, the Contracting Officer shall determine which proposals are in the preliminary competitive range on the basis of cost or price and other factors stated in the solicitation. The factors will consist of an evaluation of: (1) the Technical Proposal, Volume I; (2) Past Performance, Volume II; and (3) Cost/Price Proposal, Volume III.

(b) Based on the results of the evaluation in subpart (b)(above), and after consideration of the offeror's proposed cost or price, the Government will determine which proposals have a reasonable chance of being selected for award. These proposals shall be included in the competitive range.

(c) Any proposal deemed not to stand a reasonable chance for award shall be removed from further consideration and the offeror shall receive the notification contained in FAR 15.306.

## **M.6 CONTRACT AWARD - BEST VALUE**

(a) The Government intends to evaluate proposals and award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

The Government contemplates award of multiple indefinite delivery-indefinite quantity (IDIQ) type contracts resulting from this solicitation. Under these contracts, individually priced firm fixed price task orders may be issued.

(b) Proposals received in response to this solicitation will be evaluated by the Federal Railroad Administration pursuant to the Federal Acquisition Regulation (FAR) and the Transportation Acquisition Regulation (TAR). Multiple contractors will be selected for award on the basis of their proposal being the most advantageous to the Government, price and other factors considered.

(c) Each technical proposal will be evaluated qualitatively and categorized as Outstanding, Good, Acceptable, Marginal, or Unacceptable in relation to the evaluation factors set forth in this solicitation. A finding of Unacceptable in one technical factor may result in the entire technical proposal being found to be Unacceptable. The Past Performance factor will be evaluated qualitatively and categorized as Neutral, Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory as set forth in Section M provision entitled "Evaluation of Past Performance."

(d) When combined, all evaluation factors other than cost or price are more important than cost or price.

(e) Prospective offerors are forewarned that an acceptable technical proposal and marginal past performance with the lowest price may not be selected if award to a higher-priced proposal affords the Government a greater overall benefit. The Government may elect to pay a price premium to select an offeror whose non-cost/price evaluation factors (e.g. technical and past performance) are superior.

**[END OF SOLICITATION]**